IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.2234 OF 1982

The United Western Bank ..Plaintiffs

Vs.

Kamala Shankar Shukla and Ors. ..Defendants

Mr.Kishore Shreyas i/b A.W.Barwe for the plaintiffs

None for the defendants

CORAM : S.U.KAMDAR, J
DATED : 3RD MARCH, 2006

P.C.:

1. The present suit is filed for the recovery of sum of Rs. 1,60,478.60. The claim arises out of the loan lent and advanced by the plaintiff bank to the defendants. Originally, the loan was given for a sum of Rs. 148000 against the hypothecation of a vehicle New Tata Tanker MWT 2285. Defendants have filed the written statement. Notice was issued by the office to the advocate for the plaintiffs and the defendants. Notice to the plaintiffs advocate could not be served as the address was not know. Notice to the defendants

advocate has come back with the remark 'addressee not staying on the given address'. Issues are framed on 24.2.06. Even on 24.2.06 non appeared for the defendants. Plaintiffs therefore engaged another advocate. Plaintiffs have tendered the compilation of documents which are taken on record and marked Ex.A collectively. Affidavit of service dt.12.10.83 is filed. Inspite of service, none appears for the defendants. Matter was therefore kept for exparte decree today. Inspite of the same none appears.

2. In the light of the aforesaid fact, there shall be decree in favour of the plaintiffs and against the defendants in terms of prayer clause (a) with a modification that the interest payable from the date of the suit till payment and or realisation will be 12% p.a. simple interest. There shall also be decree in terms of prayer clause (b) and (c). Suit disposed of. Refund of court fee as per rules.